

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER PAGE 1 OF 9

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER 2000003538 6. SOLICITATION ISSUE DATE 08/13/2015

7. FOR SOLICITATION INFORMATION CALL: a. NAME Casey Wong-Buehler, Contracting Officer b. TELEPHONE NUMBER (No collect calls) 202-720-7106 8. OFFER DUE DATE/ LOCAL TIME 08/24/2015, 01:00 pm Central Time

9. ISSUED BY CODE United States Department of Agriculture  
Agricultural Marketing Service, Commodity Procurement Staff  
1400 Independence Avenue, SW  
Room 3522-S, STOP 0239  
Washington, DC 20250-023

10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: % FOR: :  
 SMALL BUSINESS  WOMAN-OWNED SMALL BUSINESS (WOSB)  
 HUBZONE SMALL BUSINESS  ECONOMICALLY DISADVANTAGED WOMEN OWNED SMALL BUSINESS (EDWOSB)  
 SERVICE-DISABLED VETERAN -  8(A) OWNED SMALL BUSINESS  
 NAICS: 311421 BUSINESS SIZE STANDARD: 500 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE  
 12. DISCOUNT TERMS  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   
 13b. RATING  
 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE See paragraph B(6)(c)  
 16. ADMINISTERED BY CODE See Block 9

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE  
 18a. PAYMENT WILL BE MADE BY CODE See Block 9  
 TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 Invoices must be submitted through WBSCM per Master Solicitation Section IX.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product: 100317 Sweet Potatos W/ Syrup Can-6/10  Contract Type: Indefinite Delivery/Indefinite Quantity (IDIQ), Firm-Fixed-Price (FFP)  Period of Performance: Date of Award through October 31, 2016  See Schedule on the following pages.				

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) Casey Wong-Buehler, Contracting Officer 31c. DATE SIGNED

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## **Bid Submission Checklist**

### **SF 1449:**

\_\_\_\_\_ Fill in Block 17a (Contractor Information; Code and Facility Code not required)

\_\_\_\_\_ Sign in Block 30a, print name in Block 30b, and date in Block 30c

\_\_\_\_\_ Upload in PDF format into WBSCM

### **Provide acknowledgement of any/all amendments (SF-30)**

\_\_\_\_\_ Fill in Block 8 (Contractor Information)

\_\_\_\_\_ Print name in Block 15a, sign in Block 15b, and date in Block 15c

\_\_\_\_\_ Upload in PDF format into WBSCM

### **Prices**

\_\_\_\_\_ Fill in Attached Schedule B Excel Spreadsheet and attach in WBSCM

\_\_\_\_\_ Enter prices directly into WBSCM

**Please verify that you have included the above specified requirements for a complete proposal submission. Failure to include the above specified requirements may deem the offeror non-responsive. If you have any question regarding the specified requirements please refer to the solicitation or contact the contract specialist identified in block 7a and 7b of the SF1449 (first page) of this solicitation.**

**B) Schedule**

1) Contract Line Item Numbers (CLINS) \*

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PRODUCT: 100317 Sweet Potatoes W/ Syrup Can-6/10					
PERIOD OF PERFORMANCE: Date of Award to 12/31/2015					
1	Delivered to Alabama		CS		
2	Delivered to Arizona		CS		
3	Delivered to Arkansas	912	CS		
4	Delivered to California, including FAS ports	1,824	CS		
5	Delivered to Colorado		CS		
6	Delivered to Connecticut		CS		
7	Delivered to Delaware	912	CS		
8	Delivered to District of Columbia		CS		
9	Delivered to Florida, including FAS ports	1,824	CS		
10	Delivered to Georgia	7,296	CS		
11	Delivered to Idaho		CS		
12	Delivered to Illinois	1,824	CS		
13	Delivered to Indiana		CS		
14	Delivered to Iowa	2,736	CS		
15	Delivered to Kansas		CS		
16	Delivered to Kentucky		CS		
17	Delivered to Louisiana	8,208	CS		
18	Delivered to Maine		CS		
19	Delivered to Maryland		CS		
20	Delivered to Massachusetts	912	CS		
21	Delivered to Michigan		CS		
22	Delivered to Minnesota		CS		
23	Delivered to Mississippi	2,736	CS		
24	Delivered to Missouri	2,736	CS		
25	Delivered to Montana	456	CS		
26	Delivered to Nebraska		CS		
27	Delivered to Nevada		CS		
28	Delivered to New Hampshire		CS		
29	Delivered to New Jersey	3,648	CS		
30	Delivered to New Mexico		CS		
31	Delivered to New York		CS		
32	Delivered to North Carolina	5,472	CS		
33	Delivered to North Dakota		CS		
34	Delivered to Ohio		CS		
35	Delivered to Oklahoma	912	CS		

36	Delivered to Oregon		CS	
37	Delivered to Pennsylvania		CS	
38	Delivered to Rhode Island		CS	
39	Delivered to South Carolina	912	CS	
40	Delivered to South Dakota		CS	
41	Delivered to Tennessee	3,648	CS	
42	Delivered to Texas	5,472	CS	
43	Delivered to Utah		CS	
44	Delivered to Vermont		CS	
45	Delivered to Virginia	1,824	CS	
46	Delivered to Washington, including FAS ports		CS	
47	Delivered to West Virginia		CS	
48	Delivered to Wisconsin	912	CS	
49	Delivered to Wyoming	456	CS	
	Total Case Amount and Proposed Price:	55,632	CS	

Constraints:

Number of trucks per 2-week delivery period:		TRK		
Maximum Capacity (total number of trucks for contract term):		TRK		

\* AMS may place delivery orders to any of the destinations listed in the above Schedule, including those without a quantity indicated. Bidders are required to submit a price for all solicitation line items.

- 2) The quantities entered in the above Schedule were established by surveying States regarding their anticipated demand for the period of performance. These quantities will be used by AMS as the benchmark against which all offeror's pricing will be evaluated.
- 3) The NTE value of awarded contracts will be established using the total case quantity listed in the Schedule, multiplied by the highest Unit Price of the CLINS awarded. The Government reserves the right to award one or more contracts under this Solicitation.
- 4) The following USDA Commodity Specification is applicable to identified materials for this contract: Commodity Specification for Canned Vegetables, dated September 2014, as amended: [Commodity Specifications for Canned Vegetables, September 2014 \(pdf\)](#); [Amendment 1, March 2015 \(pdf\)](#); [Amendment 2, June 2015 \(pdf\)](#); [Amendment 3, August 2015 \(pdf\)](#)
- 5) **ALL OFFERORS MUST BE QUALIFIED PRIOR TO AWARD AND SUBMISSION OF ANY DELIVERABLES UNDER THIS CONTRACT.** Information concerning qualification requirements can be obtained from the source identified in Section C under FAR 52.209-1, Qualification Requirements.
- 6) Delivery shall be:
  - a) FOB Destination;
  - b) Inclusive of all transportation costs, including multiple stops;

- c) In accordance with a delivery order issued as a Purchase Order (PO). The PO will specify the half-month period in which delivery must be made. This half-month period will be between the first and fifteenth of the month or the sixteenth to the end of the month. The POs issued are for informational purposes only and do not represent an additional order. Also, the Contractor shall provide an advance ship notice in compliance with the included "Shipment and Delivery" section.
- 7) When delivery instructions state that the contractor's commodity is to be trans-loaded at load port into a 40' Ocean Container, the contractor is required to configure the commodity being shipped on no more than 20 pallets. If the contractor is shipping in a trailer larger than 40', they are also required to meet the aforementioned configuration requirement. If the contractor fails to follow these instructions, any damage or charges incurred will be at the contractor's expense, no exceptions. This includes damage due to improper blocking or bracing during transit and charges for re-stacking/re-configuration of pallets.
- 8) Some ports may charge wharfage fees. Offerors are responsible for researching and paying all costs associated with transportation fees including wharfage fees.
- 9) Period of Performance: The period of performance under this contract is the period during which delivery orders may be issued. The period of performance is the date of contract award to October 31, 2016.
- 10) Place of Acceptance: Final acceptance of the product shall be at the destination specified in each delivery order issued.
- 11) The Guaranteed Minimum (G. Min.) dollar value under this contract will be equivalent to 912 cases (one truckload) of product at the lowest awarded price. The Not-to-Exceed Maximum (NTE Max) dollar value under this contract will be equivalent to the NTE case amount at the highest awarded price. The Government does not guarantee that any product in excess of the guaranteed minimum indicated will be ordered under this contract.
- 12) Questions regarding this Solicitation are due on or before 4:00 p.m. Central Time on Monday, August 17, 2015, via email to [Casey.Wong-Buehler@ams.usda.gov](mailto:Casey.Wong-Buehler@ams.usda.gov). AMS will accept and make every attempt to answer questions that are submitted after this date and prior to the due date of the solicitation. However, AMS cannot guarantee that we will be able to answer untimely questions.
- 13) Industry Conference Call regarding this Solicitation will be at 1:00 p.m. Central Time on Tuesday, August 18, 2015. The conference call will include an overview of the Solicitation and provide answers to previously submitted questions. The call in number is 1-888-844-9904 and the Access Code is 1693356#.
- 14) Questions regarding this solicitation/contract will only be addressed in writing via email to: [Casey.Wong-Buehler@ams.usda.gov](mailto:Casey.Wong-Buehler@ams.usda.gov).

C) **CONTRACT CLAUSES**

1) This Solicitation is governed by the AMS Master Solicitation for Commodity Procurements dated April 2015. The Master Solicitation is included and made part of this solicitation and is located at: [www.ams.usda.gov/selling-food](http://www.ams.usda.gov/selling-food)

2) **FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders/purchase orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through October 31, 2016.

(b) All delivery orders/purchase orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or be electronic commerce methods only if authorized in the Schedule.

3) **FAR 52.216-19 Order Limitations (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **1 Truckload (912 cs) per half-month delivery period**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor –

(1) Any order for a single item in excess of **the amount indicated on the contractor’s 2-week delivery period constraints schedule;**

(2) Any order for a combination of items in excess of **the amount indicated on the contractor’s 2-week delivery period constraints schedule;** or

(3) A series of orders from the same ordering office within **\_15\_** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulations (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **\_3\_** days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Note: All delivery orders will be in truckload units of 912 cases per truckload. Some trucks may require one to three stops.

4) **FAR 52.216-22 Indefinite Quantity (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **45 days following the end of the effective period of this contract.**

**D) CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS:**

**This section intentionally left blank.**

## **E) PRICE EVALUATION**

AMS will use the lowest prices offered per state to determine the quantity each Offeror will be awarded. The quantity of each material awarded to offerors will be based on the demand identified in the schedule and the offeror's constraints. The percentage of total case quantity awarded under this solicitation will correlate to the percentage of material to each destination listed in the Schedule. Each award will include a price schedule consisting of all prices submitted by the awardee, to be used if AMS requires product during a delivery period and the low-price awardee's constraints preclude ordering from their IDIQ contract.

Offerors may propose to supply products from multiple plants. However, each plant will be considered as a separate proposal for price evaluation purposes. For each plant proposed, offerors must enter a delivered price for every State and must enter a value for both constraints in WBSCM and the attached Microsoft Excel schedule (spreadsheet).

Pricing shall be the same for all delivery points within each state and shall be inclusive of all delivery charges, including multiple stops. Trucks may have from one to three delivery stops.